

900200.00001/6569916v.1

offices at One Temasek Avenue, #35-05 Millenia Tower Singapore 039192.

2. At all material times, Plaintiff was and now is a foreign corporation with its

Rules of Civil Procedure. The Court has admiralty jurisdiction under 28 U.S.C. §1333.

appears, and is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal

1. This is a case of admiralty and maritime jurisdiction, as hereinafter more fully

SOURCE PTE LIMITED ("Defendant"), alleges upon information and belief as follows:

Blank Rome, LLP, complaining of the above-named Defendant, OCEANIC PETROLEUM

Plaintiff, SICHEM DALI SHIPPING CO. PTE LIMITED ("Plaintiff"), by its attorneys

Defendant.

OCEANIC PETROLEUM SOURCE PTE  
LIMITED,

-against-

Plaintiff,

SICHEM DALI SHIPPING CO. PTE  
LIMITED,

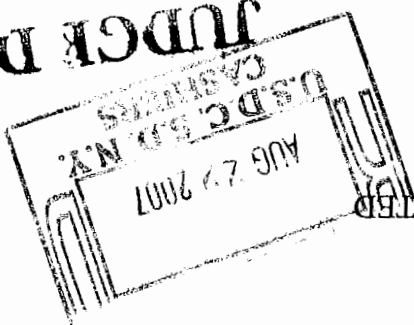
VERIFIED COMPLAINT

07 Civ.

07 CV 7461

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

JUDGE DANIELS



BLANK ROME, LLP  
Attorneys for Plaintiff  
SICHEM DALI SHIPPING CO. PTE LIMITED  
Thomas H. Belknap, Jr. (TB-3188)  
Jack A. Greenbaum (JG-0039)  
The Chrysler Building  
405 Lexington Ave.  
New York, NY 10174-0208  
(212) 885-5000

U.S.C. § 8.

has commenced arbitration against Defendant in London seeking recovery on its claim for demurrage and/or detention. Plaintiff's claims are more fully detailed in its Claim Submissions filed in those proceedings, and Plaintiff reserves its right to arbitrate the dispute pursuant to 9.

The Charter requires arbitration of disputes thereunder in London, and Plaintiff documents, together with demurrage at both the load and discharge ports, totaling \$115,016.14. at Bandar Imam Khomeini while Defendant was awaiting Customs clearance and cargo. Additionally or alternatively, Plaintiff claims damages for detention for the period 8. notwithstanding that the time of the payment has passed.

No part of this invoice has been paid, although duly demanded and 7. totaling \$113,526.56. dated 9 November 2006 in respect of unpaid demurrage incurred in respect of the Charter 6. In accordance with the Charter, Plaintiff issued Defendant its Invoice No. 3143 delay.

The Charter specified terms for calculating laytime and demurrage and provided obligations of the defendant to supply cargo so that the Vessel could depart the loadport without 5. Mumbai, India.

Defendant chartered the M/V SICHEM DALI, for one voyage from Bandar Bushire and/or Bandar Imam Khomeini, Iran, to carry a cargo of rubber process oil and lube oils to Kandla and Pursuant to charterparty entered on or about September 4, 2006 (the "Charter"), 4. 98th Fl., 10 Anson Road, Singapore and with no place of business in the United States.

At all material times, Defendant was and is a foreign corporation or other business entity organized under the laws of a foreign state, with an office at #38-07 International Plaza 3.

to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to due and owing or otherwise the property of to the Defendant up to the amount of US\$170,016.14 tangible or intangible property or any other funds held by any garnishee in the district which are of the Supplemental Rules for Admiralty or Maritime Claims, attaching all of Defendant's the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Admiralty or Maritime Claims, this Court issue an Order directing B. That since the Defendant cannot be found within this District pursuant to Rule B and answer under oath all and singular the matters alleged in the Complaint;

A. That process in due form of law issue against the Defendant, citing it to appear

**WHEREFORE, Plaintiff prays:**

garnishees in this District, including but not limited to electronic fund transfers. assets within this district consisting of cash, funds, freight and/or hire credits in the hands of Procedure, but Defendant is believed to have or will have during the pendency of this action, the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil 13. Defendant cannot be found within this district within the meaning of Rule B of

issuance of Process of Maritime Attachment and Garnishment is US\$170,016.14.

12. Accordingly, the total amount of Plaintiff's claims for which Plaintiff requests

11. To date, Defendant has failed to provide security for any part of Plaintiff's claim.

arbitration.

attorneys' fees, arbitrators' fees and costs of US\$30,000 against Defendant in the London costs to a successful party. Plaintiff estimates that it will be awarded interest of US \$25,000 plus 10. Maritime Arbitrators in London routinely award interest, legal fees and arbitral

appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the

Complaint;

C. That this Court enter judgment for Plaintiff's damages plus interest and costs, or retain jurisdiction over this matter through the entry of a judgment on an arbitration award.

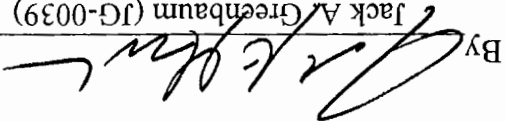
D. That Plaintiff may have such other, further and different relief as may be just and

proper.

Dated: New York, NY  
August 22, 2007

Respectfully submitted,  
BLANK ROME LLP  
Attorneys for Plaintiff

SICHEM DALI SHIPPING CO. PTE LIMITED

By   
Jack A. Greenbaum (JG-0039)  
405 Lexington Ave.  
New York, NY 10174-0208  
(212) 885-5000

VERIFICATION

STATE OF NEW YORK )  
 : ss.: )  
 COUNTY OF NEW YORK )

Jack A. Greenbaum, being duly sworn, deposes and says:

1. I am a member of the bar of this Honorable Court and of the firm of Blank Rome LLP, attorneys for the Plaintiff.

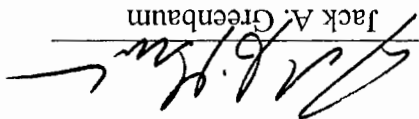
2. I have read the foregoing Complaint and I believe the contents thereof are true.

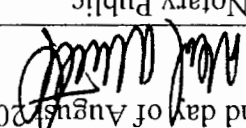
3. The reason this Verification is made by deponent and not by Plaintiff is that

Plaintiff is a foreign corporation, no officer or director of which is within this jurisdiction.

4. The sources of my information and belief are documents provided to me and

statements made to me by representatives of the Plaintiff.

  
 Jack A. Greenbaum

Sworn to before me this  
 22nd day of August, 2007  
  
 Notary Public

NEAL MITCHELL  
 Notary Public, State of New York  
 No. 0114811408  
 Qualified in New York County  
 Commission Expires Aug. 16, 2010

Federal Rules of Civil Procedure.

Supplemental Rule B For Certain Admiralty and Maritime Claims of the Federal Rules of the PETROLEUM SOURCE PTE LIMITED ("Defendant"), a foreign corporation, pursuant to Process of Maritime Attachment and Garnishment of the property of defendant OCEANIC Verified Complaint and submit this affidavit in support of Plaintiff's request for the issuance of Blank Rome LLP, attorneys for the Plaintiff herein. I am familiar with the circumstances of the

I am a member of the Bar of this Honorable Court and a member of the firm of Jack A. Greenbaum, being duly sworn, deposes and says:

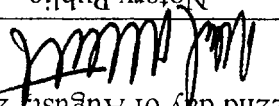
STATE OF NEW YORK )  
 )  
 COUNTY OF NEW YORK )  
 ss:

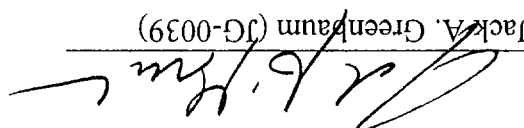
07 Civ. 7461 (GBD)  
 AFFIDAVIT PURSUANT TO  
 SUPPLEMENTAL RULE B

SICHEM DALI SHIPPING CO. PTE  
 LIMITED,  
 Plaintiff,  
 -against-  
 OCEANIC PETROLEUM SOURCE PTE  
 LIMITED,  
 Defendant.

UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK  
 BLANK ROME, LLP  
 Attorneys for Plaintiff  
 SICHEM DALI SHIPPING CO. PTE LIMITED  
 Thomas H. Belknap, Jr. (TB-3188)  
 Jack A. Greenbaum (JG-0039)  
 The Chrysler Building  
 405 Lexington Ave.  
 New York, NY 10174-0208  
 (212) 885-5000

NEAL MITCHELL  
Notary Public, State of New York  
No. 01M16114408  
Qualified in New York County  
Commission Expires Aug. 16, 2008

Sworn to before me this  
22nd day of August, 2007  
  
Notary Public

  
Jack A. Greenbaum (JG-0039)

within this district.

district or the state of New York. In the circumstances, I believe Defendant cannot be found

4. In our search, we did not find any listing or reference to Defendant in this judicial

a general internet search.

Secretary of State, Division of Corporations, the Transportation Ticker, telephone assistance, and

3. Under my supervision, my office conducted a search of the New York State

of Singapore or some other foreign jurisdiction.

based, and is a foreign corporation or other business entity organized and existing under the laws

2. Defendant is a party to the maritime contract of charter party on which this claim is